

# REQUEST FOR PROPOSAL FOR ECONOMIC DEVELOPMENT SERVICES

Story County, Iowa

Story County, Iowa ("County") seeks proposals and cost estimates for economic development consulting services ("Consulting Services") during the County's 2014 Fiscal Year (July 1, 2013 – June 30, 2014) including, but not limited to: staff support; strategic planning; recruitment activities; and other services as determined by Story County as described in this Request for Proposal ("RFP").

**Sealed proposals:** Vendor will deliver one (1) hard copy and one digital format (CD or flash drive) to the following address:

Story County Planning and Development  
Story County Administration  
900 6<sup>th</sup> Street  
Nevada, Iowa 50201

**Proposal Deadline:** 12:00 PM CST, May 1, 2013.

Proposals received after the proposal deadline will be considered late and will not be accepted. Proposals may be withdrawn and/or modified in writing prior to the submission deadline. Request for withdrawal must be in writing by the contact person named on the outside of the envelope. Proposals that are resubmitted must be sealed and received prior to the submission deadline. Each vendor may submit only one proposal.

The envelope must be clearly marked "SEALED RFP". The name of the firm and contact person must also be listed on the outside of the envelope. Any restrictions on the use of data within proposals must be clearly stated in the proposal itself. Non-disclosure cannot be guaranteed after the selection stage of this procurement due to public record laws.

## Scope of Services

The Scope of Services outlined in this RFP will apply to the unincorporated areas of Story County and those communities with 2010 *US Census* population of less than 2,000 persons wholly located in Story County ("Story County and communities"). The selected Consultant shall demonstrate knowledge of:

*Principles and practices of business and economic development; methods and programs for financing; grant administration and writing; marketing and public relation techniques; and applicable federal, state and local laws, codes and regulations with preference given to those with working knowledge of economic development activities in Story County.*

The scope of work to be performed by the Consultant will include, but is not limited to the following:

1. Market Story County and communities to potential new businesses seeking to relocate or expand their operations.
2. Market Story County and communities as a place to live and raise a family by showcasing the livability and amenities of Story County and communities.
3. Assess, update and implement the economic development recommendations of Story County and communities' Comprehensive Plan(s).

4. Educate management, staff and elected officials on market trends affecting Story County and communities' economic condition(s) and provide guidance on policies necessary to improve economic conditions.
5. Provide information and guidance for new and existing businesses in obtaining financial incentives.
6. Actively pursue new retail, industrial, and commercial businesses to occupy vacant or underutilized properties within Story County and communities.
7. Develop a database of key contacts for major commercial and industrial companies suitable for recruitment to Story County and communities.
8. Serve as a liaison for Story County and communities to local businesses to support their retention and to encourage their expansion within Story County and communities.
9. Develop and maintain a comprehensive database of properties within Story County and communities available for development or reuse.
10. Develop and distribute hardcopy marketing materials and collaborate with Story County and communities' IT professionals for electronic version marketing materials.
11. Maintain familiarity with federal and state legislative and regulatory developments that will impact existing and new businesses within Story County and communities and provide necessary advice to both businesses and public agencies to ensure a favorable business climate in Story County and communities.
12. Maintain information regarding grants, loans and incentives for business development with Story County and communities.

## **Conceptual Plan**

The consultant shall provide a conceptual plan for the product/services believed to be appropriate for Story County. The plan should indicate product features and outline personnel skills and services that distinguish the consultant, incorporating appropriate staff profiles. The staff profile should describe the consultant's experience in providing services to the public sector, jobs of similar size(s) and provide applicable certifications for staff members involved in the process. Three (3) references are to be included with the proposal.

## **Submittal Process and Details**

Proposals should include the following:

- Consultant's name, address, and names of primary contacts.
- A description of specific staff that will comprise the project team for this assignment.
- Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this work.
- Evidence of ability to work within tight time constraints.
- Provide the earliest date available to assume these duties.
- A proposed fee structure (cost per hour), based upon the plan of work proposed by the bidder.

## Estimated Timeline

Story County will be accepting written questions from March 15, 2013, through 5:00 PM, April 12, 2013, regarding this RFP. Please submit questions via email to Leanne Harter, Story County Planning and Development, at [lharter@storycounty.com](mailto:lharter@storycounty.com). Written responses will be published on Story County's website at [www.storycountyiowa.gov](http://www.storycountyiowa.gov) and distributed to those who submitted questions no later than 12:00 pm on April 19, 2013.

**Story County will not meet individually in person or via other means with potential contractors.**

March 15, 2013	Release RFP
April 12, 2013	Questions due to Story County
April 19, 2013	Story County Responses published
May 1, 2013 – 12:00 pm	RFPs Due
May 2 <sup>nd</sup> - May 8 <sup>th</sup>	RFPs reviewed
May 14, 2013 – 10:00 am	Selected Consultant presentations to Board of Supervisors
May 28, 2013	Board of Supervisor consultant selection
May 29 <sup>th</sup> - June 14 <sup>th</sup>	Contract development
June 25, 2013	Board of Supervisors action on contract
July 1, 2013	Effective start of contract

*The above dates are subject to change at the option of Story County.*

## Proposal Terms

Story County reserves the right to reject any and all proposals received as a result of this Request for Proposal. If a proposal is selected, it will be the most advantageous regarding quality of service, the vendor's qualifications, and capabilities to provide the specified service, and other factors which Story County may consider. Story County reserves the right to waive or not waive informalities or irregularities in proposals or proposal procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by Story County to be in the best interests of Story County even though not the lowest bid.

The price quotations stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened Story County to the mutually agreed-to date of bid. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the bid may result in the cancellation of any award. A service contract will be executed between Story County and the awarded vendor.

The selected vendor may not subcontract any of the work specified in this RFP without prior written consent of Story County.

## Insurance

Vendor shall take out and maintain during service to the County under a contract such public liability and property damage insurance as shall protect Vendor, its subcontractors, and the County from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under its contract with the County, whether such operations be by Vendor or its subcontractor, or by anyone directly or indirectly employed by either of them. All

insurance policies shall be issued by responsible companies who are acceptable to the County. The Vendor shall not cause any insurance to be canceled nor permit any insurance to lapse during the life of the contract with the County. Vendor shall indemnify and hold County harmless from any damages, cost, claims or expenses which may arise as a result of any failure on the part of the Vendor to provide accurate and/or complete data and information to the County as outlined and required by the terms and conditions of its contract with the County.

**Form of Consultant Services Contract is provided as Appendix A.**

**Appendix A**  
Provider Agreement

THIS AGREEMENT is entered into by and between Story County, an Iowa Municipal Corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and \_\_\_\_\_, hereinafter referred to as "Provider", whose mailing address and telephone number is \_\_\_\_\_, telephone \_\_\_\_\_.

1. PURPOSE AND INTENT. The purpose of this agreement is for the Provider to

---

---

---

2. FEES, EXPENSES & COMPENSATION. Consultant may charge a maximum hourly fee of \$\_\_\_\_\_ for professional services necessary under the terms of this Agreement. Consultant may bill Client for travel expenses at the rate of not more than 58.5 cents (fifty-eight and one half cents) per mile, which shall be limited to actual mileage incurred to perform necessary tasks required to reach the Client's objective under this Agreement. Consultant may not bill or receive compensation from client for time spent traveling. All invoices must specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Consultant agrees that the hourly fee and mileage expense shall be Consultant's sole compensation for professional services and work performed because of this Agreement.

Provider understands that the County reserves the right to request additional specific information in assessing the accuracy of claim information.

3. INDEPENDENT CONTRACTOR. It is understood that Provider is an independent professional contractor and that Provider will not in any event be construed as or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

4. INSURANCE & TAXES. Provider is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. Provider is also responsible for payment of State and Federal taxes, and any other applicable tax. Provider is not eligible for any benefits the County may provide for its employees.

5. CONFIDENTIALITY. Provider agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

6. TERM AND TERMINATION OF AGREEMENT. This Agreement is effective on the \_\_\_\_ day of \_\_\_\_\_, 2012 for a period of \_\_\_\_ year (s). The County may terminate this agreement immediately upon Provider's refusal to, or inability to perform under the agreement or Provider's breach of this agreement. Either party may terminate this agreement for any reason, without cause, by giving 90 days written notice to the other party.

7. ACCESS TO BOOKS AND RECORDS. Unless otherwise required by applicable laws, Provider shall allow the County access to all books and records for purposes of auditing or reviewing Provider's claims, upon request by the County. Provider's failure to provide access under this section shall constitute a material breach of the agreement.

8. REQUIREMENTS. Provider hereby agrees to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to Iowa Code Section 144.32. Provider assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

9. EXTENSION. If mutually agreeable to County and Provider, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties.

10. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

11. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts.

This Agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

STORY COUNTY, IOWA (County)

\_\_\_\_\_ (Provider)

By:

By:

Chairperson of the Board of Supervisors

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_